

CHARLES E. BOLEN, OSB Bar No. 962249  
ceb@roguelaw.com  
MELISA A. BUTTON, OSB Bar No. 116113  
mab@roguelaw.com  
Hornecker Cowling LLP  
14 N. Central Ave., Ste. 104  
Medford, OR 97501  
(541)779-8900  
Fax: (541) 779-2982  
Of Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

LOJY AIR COMPANY,  
An Egyptian Corporation,

Plaintiff,

v.

GLOBAL FINANCIAL & LEASING, INC.,  
An Oregon Corporation, and  
RICHARD KEITH WARD, individually,

Defendants.

Case No.: 3:17-CV-00920-YY

DECLARATION

DECLARATION

I, Melisa A. Button, hereby declare as follows:

1. I am one of the attorneys for Defendants in the above captioned matter.
2. Attached as Exhibits 1 through 5 are true and correct copies of emails between me, Charles Bolen, and Phillip Griffin, including the attachments thereto.

**I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.**

DATED: June 17, 2019.

/s/ Melisa A. Button  
MELISA A. BUTTON

## Melisa A. Button

---

**From:** Melisa A. Button  
**Sent:** Friday, January 11, 2019 11:30 AM  
**To:** 'phil@clarkegriffin.com'  
**Cc:** Charley Bolen; Gina M. Ryan  
**Subject:** RE: Lojy Settlement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Phil,

I have the cashier's check. I can mail it to you as soon as your client signs the release.

Thanks,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
mab@roguelaw.com

-----Original Message-----

From: Melisa A. Button  
Sent: Thursday, January 10, 2019 11:01 AM  
To: 'phil@clarkegriffin.com' <phil@clarkegriffin.com>  
Cc: Charley Bolen <ceb@roguelaw.com>; Gina M. Ryan <gmr@roguelaw.com>  
Subject: RE: Lojy Settlement

Phil,

Please let me know whether the attached agreement is acceptable to you and your client. Mr. Ward will be dropping off the certified check at our office tomorrow, and he can sign at that time if the agreement is acceptable.

Sincerely,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
mab@roguelaw.com

-----Original Message-----

From: Philip Griffin [mailto:phil@clarkegriffin.com]

Sent: Wednesday, January 09, 2019 10:22 AM

To: Melisa A. Button <mab@roguelaw.com>

Subject: Re: Lojy Settlement

Melissa:

Thanks. As part of the settlement, Captain Barakat requires that the payment of the settlement funds be made either by certified check or by cash directly to me at my Portland office. If paid by check, it should be made out to "ClarkeGriffin LLC - Trust Account"

I will advise Captain Barakat accordingly.

Sincerely,  
-Phil Griffin

> On Jan 9, 2019, at 10:18 AM, Melisa A. Button <mab@roguelaw.com> wrote:

>

> Phil,

>

> Mr. Ward agrees to settle for \$10,000. We will prepare a settlement and release agreement and send it to you for your review. Should the check be made out to "Clark Griffin, LLC Trust Account"?

>

> Thanks,

>

> Melisa A. Button

> Hornecker Cowling LLP

> 14 North Central Avenue, Suite 104

> Medford, OR 97501

> 541-779-8900 voice

> 541-773-2635 fax

> mab@roguelaw.com

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> -----Original Message-----

> From: Philip Griffin [mailto:phil@clarkegriffin.com]

> Sent: Wednesday, January 09, 2019 8:44 AM

> To: Charley Bolen <ceb@roguelaw.com>

> Cc: Melisa A. Button <mab@roguelaw.com>

> Subject: Lojy Settlement

>

> Charley:

>

> I just received communication from Captain Barakat that he will accept Mr. Ward's offer of \$10,000 for settlement. Please confirm that we have a settlement..

>

> Thank you.

>

> -Phil

>

>

>

>

>> Philip S. Griffin

>> Attorney at Law

>> ClarkeGriffin - Attorneys

>> One World Trade Center

>> 121 SW Salmon St., Suite 1100

>> Portland, Oregon USA 97221

>> Tel. 503.471.1306

>> [www.clarkegriffin.com](http://www.clarkegriffin.com)

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> Philip S. Griffin

> Attorney at Law

> ClarkeGriffin - Attorneys

> One World Trade Center

> 121 SW Salmon St., Suite 1100

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## Melisa A. Button

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**From:** Melisa A. Button  
**Sent:** Tuesday, March 12, 2019 12:01 PM  
**To:** 'phil@clarkegriffin.com'; Charley Bolen; Gina M. Ryan  
**Subject:** RE: Lojy settlement  
**Attachments:** Settlement Agreement (2nd revised).pdf

Phil,

Our client is willing to sign the settlement agreement in the form proposed by your client in the email below. Attached is the revised agreement for your client's signature.

Thank you,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
[mab@roguelaw.com](mailto:mab@roguelaw.com)



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**From:** Philip Griffin <[phil@clarkegriffin.com](mailto:phil@clarkegriffin.com)>  
**Sent:** Friday, February 15, 2019 8:54 AM  
**To:** Charley Bolen <[ceb@roguelaw.com](mailto:ceb@roguelaw.com)>  
**Subject:** Lojy settlement

Charlie:

I have set out below the proposed settlement agreement that Captain Barakat sent to me indicating that this is the only agreement that he would sign. Please review it and then let's talk regarding how to move forward.

Thank you.

-Phil Griffin

### "SETTLEMENT AGREEMENT AND MUTUAL RELEASE

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (referred to herein as the "Settlement Agreement") is entered into this .....day of .....2019, by and between**

**LOJY AIR COMPANY, an Egyptian Corporation ("LOJY"), and GLOBAL FINANCIAL & LEASING, INC., an Oregon Corporation, and RICHARD KEITH WARD (collectively "Global Financial").**

**RECITALS**

**WHEREAS, LOJY filed an action in Oregon District Court against Global Financial in Case No. 3:17-cv-00920-YY on or around June 13, 2017 (the "Civil Action"), involving allegations arising from a prior action between the parties filed in Oregon District Court Case No. 3:10-cv-1369-PK, and Global Financial filed counterclaims in the Civil Action; and**

**WHEREAS, the parties wish to settle all claims between them;**

**NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:**

**Section 1. Payment. Within 15 days of LOJY executing this Agreement and delivering such to Global Financial, Global Financial shall pay LOJY the sum of Ten Thousand Dollars (\$10,000.00) in the form of a cashier's check made payable to "ClarkeGriffin LLC -Trust Account" to be mailed to ClarkGriffin, LLC, 121 SW Salmon Street One World Trade Center, Suite 1100, Portland, OR 97204.**

**Section 2. Dismissal of Civil Action. Within 5 business days after legal counsel for LOJY has received the check described in Section 1, the Parties shall execute and file a Stipulated General Judgment of Dismissal of the Civil Action with prejudice with each party to bear its own costs and attorney."**

Philip Griffin  
[phil@clarkegriffin.com](mailto:phil@clarkegriffin.com)



## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (referred to herein as the “Settlement Agreement”) is entered into this 12<sup>th</sup> day of March, 2019, by and between LOJY AIR COMPANY, an Egyptian Corporation (“LOJY”), and GLOBAL FINANCIAL & LEASING, INC., an Oregon Corporation, and RICHARD KEITH WARD (collectively “Global Financial”).

### **RECITALS**

**WHEREAS**, LOJY filed an action in Oregon District Court against Global Financial in Case No. 3:17-cv-00920-YY on or around June 13, 2017 (the “Civil Action”), involving allegations arising from a prior action between the parties filed in Oregon District Court Case No. 3:10-cv-1369-PK, and Global Financial filed counterclaims in the Civil Action; and

**WHEREAS**, the parties wish to settle all claims between them;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Payment.** Within 15 days of LOJY executing this Agreement and delivering such to Global Financial, Global Financial shall pay LOJY the sum of Ten Thousand Dollars (\$10,000.00) in the form of a cashier’s check made payable to “ClarkeGriffin LLC -Trust Account” to be mailed to ClarkGriffin, LLC, 121 SW Salmon Street One World Trade Center, Suite 1100, Portland, OR 97204.

**Section 2. Dismissal of Civil Action.** Within 5 business days after legal counsel for LOJY has received the check described in Section 1, the Parties shall execute and file a Stipulated General Judgment of Dismissal of the Civil Action with prejudice with each party to bear its own costs and attorney fees.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as of the day and year first written above.

**LOJY Air Company**

**Global Financial & Leasing, Inc.**

By: \_\_\_\_\_  
Capt. Galal Barakat, Chairman and CEO

By: \_\_\_\_\_  
Richard Keith Ward, President

\_\_\_\_\_  
Richard Keith Ward, individually

## Melisa A. Button

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**From:** Melisa A. Button  
**Sent:** Tuesday, February 19, 2019 5:06 PM  
**To:** 'Philip Griffin'  
**Cc:** Charley Bolen; Gina M. Ryan  
**Subject:** RE: Lojy  
**Attachments:** Settlement Agreement (revised).pdf

Phil,

See attached revised settlement agreement. Please advise whether this is acceptable to your client. As I mentioned before, I have the cashier's check in my office, which I can send once I have your client's signature.

If we cannot get this finalized this week, we will have to extend the discovery deadlines in this case.

Thanks,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
mab@roguelaw.com

-----Original Message-----

From: Philip Griffin <phil@clarkegriffin.com>  
Sent: Monday, February 18, 2019 1:01 PM  
To: Melisa A. Button <mab@roguelaw.com>  
Subject: Lojy

Hi Melissa:

I was anticipating receiving a revised settle agreement from you on Friday. I haven't seen it yet and was concerned that I had missed it.

Please advise.

Thanks.

-Phil

> Philip S. Griffin  
> Attorney at Law  
> ClarkeGriffin - Attorneys  
> One World Trade Center

> 121 SW Salmon St., Suite 1100

> Portland, Oregon USA 97221

> Tel. 503.471.1306

> [www.clarkegriffin.com](http://www.clarkegriffin.com)

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## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (referred to herein as the “Settlement Agreement”) is entered into this 15<sup>th</sup> day of February, 2019, by and between LOJY AIR COMPANY, an Egyptian Corporation (“LOJY”), and GLOBAL FINANCIAL & LEASING, INC., an Oregon Corporation, and RICHARD KEITH WARD (collectively “Global Financial”).

### **RECITALS**

**WHEREAS**, LOJY filed an action in Oregon District Court against Global Financial in Case No. 3:17-cv-00920-YY on or around June 13, 2017 (the “Civil Action”), involving allegations arising from a prior action between the parties filed in Oregon District Court Case No. 3:10-cv-1369-PK, and Global Financial filed counterclaims in the Civil Action; and

**WHEREAS**, the parties wish to settle all claims between them;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Payment.** Within 15 days of LOJY executing this Agreement and delivering such to Global Financial, Global Financial shall pay LOJY the sum of Ten Thousand Dollars (\$10,000.00) in the form of a cashier’s check made payable to “ClarkeGriffin LLC -Trust Account” to be mailed to ClarkGriffin, LLC, 121 SW Salmon Street One World Trade Center, Suite 1100, Portland, OR 97204.

**Section 2. Dismissal of Civil Action.** Within 5 business days after legal counsel for LOJY has received the check described in Section 1, the Parties shall execute and file a Stipulated General Judgment of Dismissal of the Civil Action with prejudice with each party to bear its own costs and attorney fees.

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**Section 3. Mutual General Releases.** In consideration of the mutual promises and covenants contained herein, each Party, on its own behalf and on behalf of any and all of its principals, agents, affiliates, subsidiaries, predecessors, successors, and assigns, hereby agrees to dismiss the Civil Action with prejudice and irrevocably and forever releases, covenants not to sue, and discharges the other Parties, and its respective affiliates, subsidiaries, officers, directors, employees, agents, representatives, heirs, predecessors-in-interest, and assigns from and of any and all liabilities, claims, obligations, causes of action, costs (including attorney's fees) and demands of every kind and nature whatsoever, whether asserted or unasserted, known or unknown, including but not limited to those arising from the subject matter of Case No. 3:17-cv-00920-YY and Case No. 3:10-cv-1369-PK.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as of the day and year first written above.

**LOJY Air Company**

By: \_\_\_\_\_  
Capt. Galal Barakat, Chairman and CEO

**Global Financial & Leasing, Inc.**

By: \_\_\_\_\_  
Richard Keith Ward, President

\_\_\_\_\_  
Richard Keith Ward, individually

## Melisa A. Button

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**From:** Philip Griffin <phil@clarkegriffin.com>  
**Sent:** Tuesday, March 12, 2019 9:43 AM  
**To:** Melisa A. Button  
**Subject:** Re: Lojy v Global Financial

Melissa:

My client continues to refuse to sign the revised version. I am in the process of preparing a motion to withdraw.

Please contact me if you have any questions or comments.

Thank you.  
-Phil Griffin

On Mar 7, 2019, at 3:03 PM, Melisa A. Button <[mab@roguelaw.com](mailto:mab@roguelaw.com)> wrote:

Hi Phil,

I just wanted to follow up on the status of the settlement agreement. Thanks.

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
[mab@roguelaw.com](mailto:mab@roguelaw.com)

<image001.jpg>

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**From:** Phil Griffin <[phil@clarkegriffin.com](mailto:phil@clarkegriffin.com)>  
**Sent:** Friday, February 22, 2019 3:30 PM  
**To:** Melisa A. Button <[mab@roguelaw.com](mailto:mab@roguelaw.com)>  
**Subject:** Re: Lojy v Global Financial

Melissa:

I talked to my client this morning but he balking at section 3 of the settlement agreement. I am still working with him but in the interim I think the deadlines will need to be extended.

Thanks.  
-Phil

Sent from my iPhone

On Feb 22, 2019, at 2:52 PM, Melisa A. Button <[mab@roguelaw.com](mailto:mab@roguelaw.com)> wrote:

Phil,

I wanted to check in on the status of the settlement agreement. Also will you stipulate to extending the discovery deadlines currently due on February 27?

Thanks,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
[mab@roguelaw.com](mailto:mab@roguelaw.com)

<image001.jpg>

Philip S. Griffin  
Attorney at Law  
ClarkeGriffin - Attorneys  
One World Trade Center  
121 SW Salmon St., Suite 1100  
Portland, Oregon USA 97221  
Tel. 503.471.1306  
[www.clarkegriffin.com](http://www.clarkegriffin.com)

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## Melisa A. Button

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**From:** Melisa A. Button  
**Sent:** Monday, March 18, 2019 4:19 PM  
**To:** 'phil@clarkegriffin.com'; Charley Bolen; Gina M. Ryan  
**Subject:** RE: Lojy settlement

Phil,

I am following up on my email last week regarding the settlement agreement. Our client has signed the newly revised version, and I still have the check.

Thanks,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
[mab@roguelaw.com](mailto:mab@roguelaw.com)



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**From:** Melisa A. Button  
**Sent:** Tuesday, March 12, 2019 12:01 PM  
**To:** 'phil@clarkegriffin.com' <phil@clarkegriffin.com>; Charley Bolen <ceb@roguelaw.com>; Gina M. Ryan <gmr@roguelaw.com>  
**Subject:** RE: Lojy settlement

Phil,

Our client is willing to sign the settlement agreement in the form proposed by your client in the email below. Attached is the revised agreement for your client's signature.

Thank you,

Melisa A. Button  
Hornecker Cowling LLP  
14 North Central Avenue, Suite 104  
Medford, OR 97501  
541-779-8900 voice  
541-773-2635 fax  
[mab@roguelaw.com](mailto:mab@roguelaw.com)





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**From:** Philip Griffin <[phil@clarkegriffin.com](mailto:phil@clarkegriffin.com)>  
**Sent:** Friday, February 15, 2019 8:54 AM  
**To:** Charley Bolen <[ceb@roguelaw.com](mailto:ceb@roguelaw.com)>  
**Subject:** Lojy settlement

Charlie:

I have set out below the proposed settlement agreement that Captain Barakat sent to me indicating that this is the only agreement that he would sign. Please review it and then let's talk regarding how to move forward.

Thank you.

-Phil Griffin

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#### **RECITALS**

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**WHEREAS, the parties wish to settle all claims between them;**

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**Section 2. Dismissal of Civil Action. Within 5 business days after legal counsel for LOJY has received the check described in Section 1, the Parties shall execute and file a Stipulated General Judgment of Dismissal of the Civil Action with prejudice with each party to bear its own costs and attorney."**

Philip Griffin  
[phil@clarkegriffin.com](mailto:phil@clarkegriffin.com)

